

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION
CASE NUMBER: 4:17-cv-02475-RBH**

Titan Indemnity Company,

Plaintiff,

v.

Wade Morris, M.C., K.R.M., deceased, T.W.,
and Samuel L. Floyd, as Guardian *ad Litem* for
minors J.E.M, J.C., L.M., and K.M.,

Defendants.

**CONSENT ORDER FOR JUDGMENT IN
FAVOR OF PLAINTIFF**

This matter is before the Court upon Plaintiff Titan Indemnity Company's ("Titan") and the Minor Defendants' request for entry of a consent declaratory judgment. Entry of Default has been entered against Defendant Wade Morris [ECF No. 27]. The remaining Defendants who join in this consent judgment, by and through their undersigned counsel or Guardian *ad Litem*, are J.E.M., J.C., L.M., K.M., M.C., T.W., and K.R.M., deceased (collectively, the "Minor Defendants").

On June 4, 2016, the Minor Defendants were involved in a single-vehicle accident resulting in bodily injuries and property damage. At the time of the accident, unlicensed, minor J.E.M. was operating a 2004 Chevrolet truck owned by Derrick Pressley. Derrick Pressley is a relative of Defendant Wade Morris and resided at the same address as Wade Morris.

Plaintiff Titan issued a personal auto policy, Policy No. 010111912, to Wade Morris, which listed Wade Morris as the only household driver and a 2001 GMC as the insured vehicle (hereinafter the "Titan Policy"). Plaintiff Titan filed the current declaratory judgment action seeking a declaration that the Titan Policy did not provide liability coverage for the June 4, 2016 accident.

Now, Plaintiff Titan, by and through its undersigned counsel, and the Minor Defendants, by and through their undersigned counsel or Guardian *ad Litem*, hereby consent to entry of judgment in favor of Plaintiff Titan declaring that the Titan Policy does not provide liability coverage for any bodily injuries or property damage arising out of the June 4, 2016 accident and that Titan has no obligation to pay, indemnify, defend, or otherwise perform under that policy for any and all claims arising out of the June 4, 2016 accident.

IT IS HEREBY ORDERED AND DECLARED that the Titan Policy does not provide liability coverage for any bodily injuries or property damage arising out of the June 4, 2016 accident and that Titan has no obligation to pay, indemnify, defend, or otherwise perform under that policy for any and all claims arising out of the June 4, 2016 accident.

The parties shall be responsible for their respective attorney's fees, court costs, and expenses of the litigation.

August 10, 2018
Florence, South Carolina

s/ R. Bryan Harwell
R. Bryan Harwell
United States District Judge

(Signatures on the following page.)

WE CONSENT:

s/William P. Tinkler
Matthew E. Yelverton, Esquire
William P. Tinkler, Esquire
Yelverton Law Firm
60 Folly Road
Charleston, SC 29407
Phone: (843) 574-8822
Attorneys Defendant M.C.

s/Gene M. Connell
Gene M. Connell, Jr., Esquire
Kelaher, Connell & Connor, P.C.
Murphy & Grantland, P.A.
P.O. Drawer 14547
1500 U.S. Highway 17 North, Suite 209
Surfside Beach, SC 29587
Phone: (843) 238-5648
Attorneys for Defendant T.W.

DATE: August 6, 2018

DATE: August 8, 2018

s/Charles D. Barr
Charles D. Barr, Esquire
Law Office of Charles David Barr
319 West Main Street
P.O. Box 83
Kingstree, SC 29556
Phone: (843) 355-8000
Attorneys for Defendant K.E.M., deceased

s/Samuel L. Floyd
Samuel L. Floyd, Esquire
15 Courthouse Square
Kingstree, SC 29556
Phone: (843) 355-9000
Guardian ad Litem for minor
Defendants J.E.M., J.C., L.M., and
K.M.

DATE: August 1, 2018

DATE: June 29, 2018

s/J.R. Murphy
J.R. Murphy, Esquire
Fed I.D. No. 3119
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, South Carolina 29260
Phone: (803) 782-4100
Attorneys for Titan Indemnity Company

DATE: August 7, 2018